

FILED
08 MAR -5 PM 3:33
CLERK'S OFFICE, N.D. CALIFORNIA
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 William Green – SBN 129816
2 DELFINO GREEN & GREEN
3 1010 B Street, Suite 320
San Rafael, CA 94901
3 Telephone: (415) 442-4646
Facsimile: (415) 442-4802

4

5 Attorneys for Plaintiff, ASHLEY MATCHETT WOODS

6

7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA

9
10 ASHLEY MATCHETT WOODS

CV

08 Case No.: 1299

11 Plaintiff,

12 v.

13
14 CIGNA GROUP INSURANCE, and
DOREMUS & COMPANY

15 Defendants.

16
17
18 COMPLAINT FOR BENEFITS
19 UNDER LONG TERM DISABILITY
20 EMPLOYEE BENEFIT PLAN

BY FAX

21 Plaintiff, ASHLEY MATCHETT WOODS, alleges as follows:

22 1. This action is brought under 29 U.S.C. §§ 1132(a), (e) and (f), §§ 502(a), (e) and
(f) of the Employee Retirement Income Security Act of 1974 (hereinafter "ERISA").

23 2. The events or omissions giving rise to plaintiff's claim occurred in this judicial
district, thus venue is proper here pursuant to 28 U.S.C. § 1331(b)(2).

24 3. Defendant, CIGNA GROUP INSURANCE, is an entity of unknown form, an
ERISA Plan, the administrator of an ERISA plan, and/or an employee welfare benefit plan
25 established by plaintiff's employer, DOREMUS & COMPANY.

26

27

28

1 4. Defendant, DOREMUS and COMPANY is an entity of unknown form, plaintiff's
2 employer, an ERISA Plan, the administrator of an ERISA plan, and/or an employee welfare
3 benefit plan ("the Plan"). (CIGNA GROUP INSURANCE and DOREMUS and COMPANY are
4 collectively referred to herein as "DEFENDANTS.")

5 5. At all times relevant, plaintiff ASHLEY MATCHETT WOODS ("WOODS") was
6 a resident of the County of Marin County, California and a participant in the Plan.

7 6. The Plan provides long-term disability income insurance to employees who
8 become disabled, in an amount equal to 60% of the employee's gross monthly earnings.

9 7. Before becoming disabled, WOODS worked as an Account Director at
10 DOREMUS and COMPANY.

11 8. While the plan was in effect, WOODS became, and remains, totally disabled as
12 defined in the Plan. WOODS has been and continues to be disabled due to System Lupus
13 Erythematosus and the symptoms thereof.

14 9. After she became disabled as defined in the plan, WOODS tendered a claim to
15 DEFENDANTS. Defendant denied WOODS's claim and refused to pay Long Term Disability
16 benefits to her. WOODS appealed the wrongful denial of her claim for benefits and
17 DEFENDANTS refused to reverse the decision. WOODS appealed the denial of her first appeal
18 and DEFENDANTS again refused to reverse the decision.

19 10. DEFENDANTS' decisions and determinations with respect to WOODS's claim,
20 as set forth herein, were wrongful, unreasonable, irrational, sorely contrary to the evidence,
21 contrary to the terms of the Plan, the policy and contrary to law.

22 11. As a direct and proximate result of the DEFENDANTS' decisions and
23 determinations, WOODS has been deprived of said benefits from the time of DEFENDANTS
24 denial to the present date.

25 12. As a further direct and proximate result of the denial of benefits, WOODS has
26 been required to incur attorney fees to pursue this action, and is entitled to have such fees paid by
27 DEFENDANTS pursuant to 29 U.S.C. § 1132(g) (1), ERISA § 502(g) (1).

1 13. In determining both the claim and the appeal, DEFENDANTS operated under a
2 conflict of interest.

3 14. A controversy now exists between DEFENDANTS and WOODS as to whether
4 WOODS is entitled to receive the Long Term Disability payments that were wrongfully withheld
5 from her by DEFENDANTS; (2) whether DEFENDANTS must compensate WOODS for any
6 and all attorney fees she has been forced to incur to rectify the problems caused by
7 DEFENDANTS' baseless position on these issues.

8 14. WOODS seeks the declaration of this Court that: (1) she is entitled to receive the
9 Long Term Disability payments that were wrongfully withheld from her by DEFENDANTS;
10 (2) DEFENDANTS must compensate WOODS for any and all attorney fees she has been forced
11 to incur to rectify the problems caused by DEFENDANTS' baseless position on these issues.

12 WHEREFORE, WOODS prays for relief against DEFENDANTS as follows:

13 1. An order stating that WOODS is entitled to receive the Long Term Disability
14 payments that were wrongfully withheld from her by DEFENDANT, together
15 with interest at the legal rate on each monthly payment from the date it became
16 due until the date it is paid;

17 2. An order stating that DEFENDANT must compensate WOODS for any and all
18 attorney fees she has been forced to incur to rectify the problems caused by
19 DEFENDANT'S baseless position on these issues.

20 3. An order determining that WOODS is entitled to future payments so long as she
21 continues to meet the Plan's requirements for continued disability payments;

22

23 /

24 /

25 /

26 /

27

28

- 1 4. For reasonable attorney fees incurred in this action;
- 2 5. For such other and further relief as the Court deems just and proper.
- 3
- 4

5 Dated: March 5, 2008

DELFINO GREEN & GREEN



William Green
Attorney for Plaintiff
ASHLEY MATCHETT WOODS

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

United States District Court
NORTHERN DISTRICT OF CALIFORNIA

Ashley Matchet Woods

E-filing

SUMMONS IN A CIVIL CASE

CASE NUMBER:

v.

CIGNA Group Insurance and Doremus &
Company

TO: (Name and address of defendant)

CIGNA Group Insurance Company
12225 Greenville Avenue, Suite 1000
Dallas, TX 75243-9337

Doremus & Company
530 Bush Street
San Francisco, CA 94108

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

William Green
DELFINO GREEN & GREEN
1010 B Street, Suite 320
San Rafael, CA 94901
(415) 442-4646

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

Richard W. Wiking

CLERK

MAR 5 2008
DATE _____

(BY) DEPUTY CLERK